

EXHIBIT 2

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ARBITRATION AGREEMENT

## REQUEST FOR DISPUTE RESOLUTION

### IN THE MATTER OF THE ARBITRATION

RONNIE LOUIS MARVEL KAHAPEA,

CLAIMANT,

VS.

HAWAII STATE FEDERAL CREDIT UNION,

RESPONDENT('s)

BANK OF AMERICA

DAVE SMITH MOTORS

Contract No.: SEQ30P-53719IUXZA95-PMKL2®

### REQUEST FOR DISPUTE RESOLUTION ON COMPLAINT:

9 U.S. CODE § 1, 2, 6, 7, 9  
THE COMMON LAW

**SEALED**

BETWEEN THE FOLLOWING PARTIES:

### **9 U.S. Code § 7 - Witnesses before arbitrators; fees; compelling attendance:**

The arbitrators selected either as prescribed in this title or otherwise, or a majority of them, may summon in writing any person to attend before them or any of them as a witness and in a proper case to bring with him or them any book, record, document, or paper which may be deemed material as evidence in the case. The fees for such attendance shall be the same as the fees of witnesses before masters of the United States courts. Said summons shall issue in the name of the arbitrator or arbitrators, or a majority of them, and shall be signed by the arbitrators, or a majority of them, and shall be directed to the said person and shall be served in the same manner as subpoenas to appear and testify before the court; if any person or persons so summoned to testify shall refuse or neglect to obey said summons, upon petition the United States district court for the district in which such arbitrators, or a majority of them, are sitting may compel the attendance of such person or persons before said arbitrator or arbitrators, or punish said person or persons for contempt in the same manner

provided by law for securing the attendance of witnesses or their punishment for neglect or refusal to attend in the courts of the United States:

(July 30, 1947, ch. 392, 61 Stat. 672; Oct. 31, 1951, ch. 655, § 14, 65 Stat. 715.)

The claimant request for dispute resolution on complaint, for the following partial reasons:

**Jurisdictional Allegations:**

1. That the arbitrator shall have Subject Matter Jurisdiction, SMJ; as acknowledged by 9 U.S. Code §§ 1, 2, 9; 28 U.S. Code §§ 1346; and the establish common law not limited to the following specifics:
  - a. That I/We RONNIE LOUIS MARVEL KAHAPEA is/are a citizen[s] of the state of Hawaii-
  - b. That the respondent's:
    - i. HAWAII STATE FEDERAL CREDIT UNION
    - ii. DAVE SMITH MOTORS
    - iii. BANK OF AMERICA

... having entered into an agreement whereby they knowingly, and intentionally agreed to the following "... failure and or refusal to respond and provide the requested and necessary Proof of Claims raised herein above and thereby; and it shall be held and noted and agreed to by all parties, that a general response, a nonspecific response, or a failure to respond with specificities and facts and conclusions of common law, and or to provide the requested information and documentation that is necessary and in support of the agreement shall constitute a failure and a deliberate and intentional refusal to respond and as a result thereby and or therein, expressing the defaulting party's consent and agreement to said facts and as a result of the self-executing agreement, the following is contingent upon their failure to respond in good faith, with specificity, with facts and conclusions of common-law to each and every averment, condition, and/or claim raised; as they operate in favor of the Undersigned, through "tacit acquiescence," Respondent(s) NOT ONLY expressly affirm the truth and validity of said facts set, established, and agreed upon between the parties to this Conditional Acceptance for Value and

counter offer/claim for Proof of Claim, but Respondent(s); having agreed and consented to Respondent(s) having a duty and obligation to provide the requested and necessary Proof of Claims raised herein above, will create and establish for Respondent(s) an estoppel in this matter(s), and ALL matters relating hereto; and arising necessarily therefrom;"

- c. Whereas the respondent in a related action has made a claim against the claimants of this instant matter related to the claimant's interests, properties, there exists a matter in dispute and/or controversy associated with the aforementioned contract, thereby extending jurisdiction to this body to proceed as per the terms of the agreement, as well as relevant laws and facts in support as presented during the arbitration of this controversy.
- d. The parties have entered into a legally binding contractual relationship with each other, and there is no attempt to defraud and/or any attempt to inducement of fraud and/or to commit fraud, and/or inducement of contract and/or fraud in the factum respecting the instant matter and contract. That the parties are bound by the terms and obligations agreed upon and imposed upon them as a direct result of the contractual agreement.
- e. Further it is to be noted that all elements forming an agreement/contract and a legally commercial binding obligatory relationship are present.
- f. Note that the contract clearly express that the method of settlement and resolution of any and all disputes arising thereunder shall be settled by arbitration under the authority of the standards of common-law arbitration, the Federal arbitration act, and further stipulated authorized the claimant and or claimant's representative the authority to choose and or appointed the arbitrator as agreed upon and within the contract. The contract states that the arbitrator shall remain immune, impartial, with full and complete indemnification respecting the arbitration and any other related matters associated with this instant matter.
- g. The responding parties listed above have by their own accord, agreed to all the terms of the contract, and that they have committed the offenses claimed in the contract and have acted against the interests of the claimant's, depriving them of their right to property, their right to contract, the right to The Pursuit of Happiness and the enjoyment of life. They have

admitted and agreed that they have violated the claimant's constitutional and common law rights, that they had intentionally, and knowingly, and deliberately failed to perform as agreed, have forsook their obligatory duty of care and thus created a dispute that requires a resolution by this arbitration tribunal and or any subsequent award.

- h. The parties knowingly and intentionally as well as deliberately stipulated and agreed that the related matters of any judgments associated thereto, any claims, any collateral attacks, by the respondents are null and void of any effect and shall not be binding on the claimant's retroactively and henceforth.
- i. Whereas the contract stated that punitive damages can be optionally assessed, however, it is to be noted that the contract remain silent as to any case that would direct the arbitrator to direct a formula to determine punitive damages. It is claimed that punitive damages may be warranted in the event the respondents continue to act with abstinence. In such an event, it is asked that the arbitrator impose punitive damages at a rate of three times the amount of the actual damages in addition to other remedies awarded, pursuant to Pacific Mutual Life Insurance Company vs. Haslip, 499 US 1 (1991).
- j. The parties did have a prior relationship, and that the respondents had an obligation to respond to the reasonable request of the claimant. One of those requests being that the respondents provide an accounting, and that such accounting be truthful, and certified as being wholly accurate. As the custodian of record, a position for which the respondent volunteered and accepted such responsibility, and have yet to rebut such a presumption, that they (the respondents) were duty-bound and have breached their fiduciary duty of care, supporting their willful and intentional as well as deliberate default respecting the irrevocable binding contractual agreement that was coupled with interests.
- k. That the contract does highlight and note a settlement offer whereby the parties stipulate within the body and framework of the agreement ("Contract" "Agreement") in line with the

Tucker act, and have agreed to certain and specific terms under and in line with the agreement;

- l. That there is complete diversity of citizenship between the parties; and
  - m. The amount in controversy exceeds the sum of \$75,000, exclusive of interest, costs, fees and assessments, which would permit this matter to be confirmed if there is an arbitration award on the federal level, but not restricted from being heard on the local state common-law level.
2. That the venue is proper in any court of original jurisdiction wherein either the arbitrator resides or the choice of the complainant as stipulated in the agreement, and that any orders compelling witness attendance, provisional remedies, equitable relief, interim awards are to be issued and enforced according to the terms of the contract as stipulated in the agreement.
  3. That the parties have agreed that all pre-existing as well as existing contracts between the parties, no matter their scope, subject matter, and or detail are superseded and extinguished by the contractual agreement referenced and related hereto- Contract No.: SEQ30P-53719UXZA95-PMKL2®
  4. I the claimant elect, that jurisdiction for the final monetary award be had under the Tucker act in the United States Court of Federal claims as the exclusive jurisdiction for said Court of Claims for damages against United States under contract that exceeds \$10,000. That since this matter is against an institution registered and licensed with the United States, during the time of its conduct is construed as one and the same as a matter of law, that the federal Court of Claims would be at the election of the claimant a proper jurisdiction to have the matter determined that common-law, and or as stipulated in the contract any court of original jurisdiction.

**BASIS FOR ARBITRATION:**

5. On or about 3/31/2018, The claimant and the respondents entered into a written, self-executing, binding, irrevocable, contractual agreement coupled with interests, for the complete resolution of their mis convictions and other conflicts respecting their previous relationship. That the respondents

made an attempt to change the terms of that agreement; and that the claimant presented a counteroffer or conditional acceptance of the offer by the respondents. The record clearly documents that the respondents have failed to properly respond after having received the counteroffer, whereby such nonresponse would equate to tacit acquiescence thereby creating an estoppel respecting the respondents and any future claims and or prior claims and/or present claims associated with this instant matter.

6. A dispute has arisen under the agreement between the parties and it is the subject matter at bar; the claimant contend that after agreeing to the terms of the contract, that the respondents have failed to fully perform to the terms of the agreement and that the claimants are entitled to immediate and unconditional remedy as prescribed within the terms of the contract. The amount stipulated to be paid the claimant's is \$44,000.00 as stipulated according to the terms of the contract and agreed to by the parties.
7. The agreement stipulates that the arbitrator may adjust the amount of the award, and include fees, adjustments, costs, and other expenses.
8. The written agreement provided for arbitration of disputes at pages 5-9, which stated in relevant part:

That the arbitration process is binding on all parties and is the sole and exclusive remedy for redressing any issue associated with this agreement. That this agreement supersedes and predates as well as replaces any and all prior agreements between the parties, and is binding on all parties and irrevocable, and the parties agreed to the terms and conditions of this agreement upon default of the defaulting party as of the date of the default...

#### **ARBITRATION- AN ADMINISTRATIVE REMEDY COGNIZABLE AT COMMON-LAW**

9. **ADDITIONALLY** it is exigent and of consequence for the Undersigned to inform Respondent(s), in accordance with and pursuant to the principles and doctrines of "clean hands" and "good faith," that by Respondents(s) failure and or refusal to respond and provide the requested and necessary Proof of Claims raised herein above and thereby; and it shall be held and noted and agreed to by all parties, that a general response, a nonspecific response, or a failure to respond with specifics



and facts and conclusions of common law, and or to provide the requested information and documentation that is necessary and in support of the agreement shall constitute a failure and a deliberate and intentional refusal to respond and as a result thereby and or therein, expressing the defaulting party's consent and agreement to said facts and as a result of the self-executing agreement, the following is contingent upon their failure to respond in good faith, with specificity, with facts and conclusions of common-law to each and every averment, condition, and/or claim raised; as they operate in favor of the Undersigned, through "tacit acquiescence," Respondent(s) NOT ONLY expressly affirm the truth and validity of said facts set, established, and agreed upon between the parties to this Conditional Acceptance for Value and counter offer/claim for Proof of Claim, but Respondent(s); having agreed and consented to Respondent(s) having a duty and obligation to provide the requested and necessary Proof of Claims raised herein above, will create and establish for Respondent(s) an estoppel in this matter(s), and ALL matters relating hereto; and arising necessarily therefrom;

and,

In accordance with and pursuant to this agreement; a contractually (consensual) binding agreement between the parties to this Conditional Acceptance for Value and counter offer/claim for Proof of Claim to include the corporate Government Agency/Department construct(s) whom Respondent(s) represents/serves; as well as, ALL officers, agents, employees, assigns, and the like in service to Respondent(s) will not argue, controvert, oppose, or otherwise protest ANY of the facts already agreed upon by the parties set and established herein; and necessarily and of consequence arising therefrom, in ANY future remedial proceeding(s)/action(s), including binding arbitration and confirmation of the award in the District Court of the United States at any competent court under original jurisdiction, in accordance with the general principles of non-statutory Arbitration, wherein this Conditional Acceptance for the Value/Agreement/Contract no. SEQ30P-53719UXZA95-PMKL2<sup>®</sup> constitutes an agreement of all interested parties in the event of a default and acceptance through silence/failure to respond when a request for summary disposition of any claims or particular issue may be requested and decided by the arbitrator, whereas a designated arbitrator shall be chosen at random, who is duly authorized, and in the event of any physical or mental incapacity to act as arbitrator, the Undersigned shall retain the authority to select any neutral(s)/arbitrator(s) that qualify pursuant to the common law right to arbitration, as the arbitration process is a private remedy decided upon between the parties, and with respects this agreement, the defaulting party waives any and all rights, services, notices, and consents to the undersigned and or the undersigned's representative selection of the arbitrator thereby constituting agreement, and any controversy or claim arising out of or relating in any way to this Agreement or with regard to its formation, interpretation or breach, and any issues of substantive or procedural arbitrability shall be settled by arbitration, and the arbitrator may hear and decide the controversy upon evidence produced although



a party who was duly notified of the arbitration proceeding did not appear; that the Undersigned deems necessary to enforce the "good faith" of ALL parties hereto within without respect to venue, jurisdiction, law, and forum the Undersigned deems appropriate.

10. Further, Respondent(s) agrees the Undersigned can secure damages via financial lien on assets, properties held by them or on their behalf for ALL injuries sustained and inflicted upon the Undersigned for the moral wrongs committed against the Undersigned as set, established, agreed and consented to herein by the parties hereto, to include but not limited to: constitutional impermissible misapplication of statute(s)/law(s) in the above referenced alleged Commercial/Civil/Cause; fraud, conspiracy (two or more involved); trespass of title, property, and the like; and, ALL other known and unknown trespasses and moral wrongs committed through ultra vires act(s) of ALL involved herein; whether by commission or omission. Final amount of damages to be calculated prior to submission of Tort Claim and/or the filing of lien and the perfection of a security interest via a Uniform Commercial Code financing 1 Statement; estimated in excess of TEN (10) Million dollars (USD- or other lawful money or currency generally accepted with or by the financial markets in America), and notice to Respondent(s) by Invoice. Per Respondent(s) failure and or refusal to provide the requested and necessary Proof of Claims and thereby; and therein consenting and agreeing to ALL the facts set, established, and agreed upon between the parties hereto, shall constitute a self-executing binding irrevocable durable general power of attorney coupled with interests; this Conditional Acceptance for Value and counter offer/claim for Proof of Claim becomes the security agreement under commercial law whereby only the nondefaulting party becomes the secured party, the holder in due course, the creditor in and at commerce. It is deemed and shall always and forever be held that the undersigned and any and all property, interest, assets, estates, trusts commercial or otherwise shall be deemed consumer and household goods not-for-profit and or gain, private property, and exempt, not for commercial use, nontaxable as defined by the Uniform Commercial Code article 9 section 102 and article 9 section 109 and shall not in any point and/or manner, past, present and/or future be construed otherwise- see the Uniform Commercial Code article 3, 8, and 9.

11. Should Respondent(s) allow the ten (10) Calendar days or twenty (20) Calendar days total if request was made by signed written application for the additional ten (10) Calendar days to elapse without providing the requested and necessary Proof of Claims, Respondent(s) will go into fault and the Undersigned will cause to be transmitted a Notice of Fault and Opportunity to Cure and Contest Acceptance to the Respondent(s); wherein, Respondent(s) will be given an additional three (3) days (72 hours) to cure Respondent's (s) fault. Should Respondent(s) fail or otherwise refuse to cure Respondent's(s) fault, Respondent will be found in default and thereby; and therein, Respondent will have established Respondent's(s) consent and agreement to the facts contained within this Conditional Acceptance for Value and counter offer/claim for Proof of Claim as said facts operate in favor of the Undersigned; e.g., that the judgment of alleged "court of record" within the above referenced

alleged **Commercial/Civil/Cause** is VOID AB INITIO for want of subject-matter jurisdiction of said venue; insufficient document (Information) and affidavits in support thereof for want of establishing a claim of debt; want of Relationship with the "source of authority" for said statute(s)/law(s) for want of privity of contract, or contract itself; improperly identified parties to said judgment, as well as said dispute/matter; and, Respondent(s) agrees and consents that Respondent(s) does have a duty and obligation to Undersigned; as well as the corporate Government Department/agency construct(s) Respondent(s) represents/serves, to correct the record in the above referenced alleged **Commercial/Civil/Cause** and thereby, and therein, release the indenture (however termed/styled) upon the Undersigned and cause the Undersigned to be restored to liberty, and releasing the Undersigned's property rights, as well as ALL property held under a storage contract in the "name" of the all-capital-letter "named" defendant within the above referenced alleged **Commercial/Civil/Cause** within the alleged commercially "bonded" warehousing agency d.b.a., for the commercial corporate Government construct d.b.a. the United States. That this presentment is to be construed contextually and not otherwise, and that if any portion and/or provision contained within this presentment, this self-executing binding irrevocable contractual agreement coupled with interests, is deemed non-binding it shall in no way affect any other portion of this presentment. That the arbitrator is permitted and allowed to adjust the arbitration award to no less than two times the original value of the properties associated with this agreement, plus the addition of fines, penalties, and other assessments that are deemed reasonable to the arbitrator upon presentment of such claim, supported by prima facie evidence of the claim.

12. The defaulting party will be estopped from maintaining or enforcing the original offer/presentment; i.e., the above referenced alleged **Commercial/Civil/Cause** as well as ALL commercial paper (negotiable instruments) therein, within any court or administrative tribunal/unit within any venue, jurisdiction, and forum the Undersigned may deem appropriate to proceed within in the event of ANY and ALL breach(s) of this agreement by Respondent(s) to compel specific performance and or damages arising from injuries there from. The defaulting party will be foreclosed by laches and or estoppel from maintaining or enforcing the original offer/presentment in any mode or manner whatsoever, at any time, within any proceeding/action. Furthermore, the respondents are foreclosed against the enforcement, retaliation, assault, infringement, imprisonment, trespass upon the rights, properties, estate, person whether legal, natural or otherwise of the presenter/petitioner and/or his interest and/or his estate retroactively, at present, post-actively, forever under any circumstances, guise, and or presumption!

#### NOTICE OF COMMON-LAW ARBITRATION:

- ❖ Please be advised that in-as-much as the Undersigned has "secured" the "interest" in the "name" of the all-capital-letter "named" defendant as employed/used upon the face; and within, ALL documents/instruments/records within the above referenced alleged

Commercial/Civil/Cause, to include any and all derivatives and variations in the spelling of said "name" except the "true name" of the Undersigned as appearing within the Undersigned's signature block herein below, through a Common-Law Copyright, filed for record within the Office of the Secretary of State, Las Vegas State of Nevada, and, having "perfected said interest" in same through incorporation within a Financing (and all amendments and transcending filings thereto), by reference therein, the Undersigned hereby; and herein, waives the Undersigned's rights as set, established, and the like therein, and as "perfected" within said Financing Statement acting/operating to "register" said Copyright, to allow for the Respondent(s) to enter the record of the alleged "court of record" within the above referenced alleged **Commercial/Civil/Cause** for the SOLE purpose to correct said record and comply with Respondent's(s') agreed upon duty/obligation to write the "order" and cause same to be transmitted to restore and release the Undersigned, the Undersigned's corpus, and ALL property currently under a "storage contract" under the Undersigned's Common-Law Copyrighted trademark; i.e., the all-capital-letter "named" defendant within the above referenced alleged Commercial/Civil/Cause, within the alleged commercially "bonded" warehousing agency d.b.a. the commercial corporate Government juridical construct d.b.a. the United States. Please take special note, that the copyright is with reference to the name and its direct association and/or correlation to the presenter.

**NOTICE:** That the arbitrators "must not necessarily judge according to the strict law but as a general rule ought chiefly to consider the principles of practical business." *Miskie Atlas Insurance Co v London General Insurance Co* (1927) 28 Lloyd's List Rep 104

- "internationally accepted principles of law governing contractual relations" (*Delmas v. Delmas*, 1950, 1 AC 200)
- If the contract (valid or otherwise) contains an arbitration clause, then the proper forum to determine whether the contract is void or not, is the arbitration tribunal. (For example, see *Hevman v Darwins Ltd* 1994 2 AC 356)
- That any determination by the arbitrator is binding upon all parties, and that all parties agree to abide by the decision of the arbitrator, that the arbitrator is to render a decision based upon the facts and conclusions as presented within the terms and conditions of the contract. Any default by any party must be supported by proof and evidence of said default, that default shall serve as fact, acquiescence on behalf of the party who default it as having agreed to the terms and conditions associated with the self-executing binding irrevocable contract coupled with interests. That the arbitrator is prohibited from considering and/or relying on statutory law, as it has been held that any time any party relies on or enforces a statute, they possess no judicial power.
- "A judge ceases to act as a judicial officer because the governing principals of administrative law provides that courts are prohibited from substituting their evidence, testimony, record, arguments and rationale for that of the agency. Additionally, courts are prohibited from their substituting their judgments for that of the agency." *ASI v US*, 569 F2d 284.
- "...judges who become involved in enforcement of mere statutes (civil or criminal in nature and otherwise), act as mere "clerks" of the involved agency..." K.C. Davis, ADMIN. LAW, Ch. 1 (CTP, West's 1985 Ed.)
- "...their supposed "court" becoming thus a court of limited jurisdiction" as a mere extension of the involved agency for mere superior reviewing purposes." K.C. Davis, ADMIN. LAW, P. 95, (CTP, 6 Ed. West's 1977) *FRC v G.E.* 281 US 464; *Keller v PE*, 251 US 428.

- "When acting to enforce a statute, the judge of the municipal court is acting an administrative officer and not as a judicial capacity; courts in administering or enforcing statutes do not act judicially, but, merely administratively." *Thompson v. Smith*, 165 Va. 376, 164 SE 583, 71 ALR 604.
- "It is basic in our law that an administrative agency may act only within the area of jurisdiction marked out for it by law. If an individual does not come within the coverage of the particular agency's enabling legislation, the agency is without power to take any action which affects him." *Endicott v. Perkins*, 317 US 501
- "It is not every act, legislative in form, that is law. Law is something more than mere will exerted as an act of power. Arbitrary power, enforcing its edicts to the injury of the person and property of its subjects is not law." *Hurtado v. California* (1884) 110 US 515, (1884).
- Some of the aforementioned cases are not published, however, these are still fundamental principles of law, and one of the fundamental principles of arbitration is that the arbitrator sits as judge over the facts, and as such to preserve the sanctity of the process and arbitrator receives the same immunity as a judge and is exempt from prosecution and or review, unless they can be proved that the arbitrator intentionally ignored the evidence and acted in conspiracy to defraud the parties.
- As the Undersigned has no desire NOR wish to tie the hands of Respondent(s) in performing Respondent's(s') agreed upon duty/obligation as set, established, and agreed upon within this Conditional Acceptance for Value and counter offer/claim for Proof of Claim and thereby create/cause a "breach" of said contractually binding agreement on the part of the Respondent(s), Respondent(s) is hereby; and herein, NOTICED that if this waiver of said Copyright is not liberal, NOR extensive enough, to allow for the Respondent(s) to specifically perform all duties/obligations as set, established, and agreed upon within the Conditional Acceptance for Value and counter offer/claim for Proof of Claim, Respondent(s) may, in "good faith" and NOT in fraud of the Undersigned, take all needed and required liberties with said Copyright and this waiver in order to fulfill and accomplish Respondent's(s') duties/obligations set, established, and agreed upon between the parties to this agreement.
- If Respondent(s) has any questions and or concerns regarding said Copyright and or the waiver, Respondent(s) is invited to address such questions and or concerns to the Undersigned in writing, and causing said communiqués to be transmitted to the Undersigned and below named Notary/Third Party. The respondents have acted as if the contract quasi-or otherwise does not place a binding obligation upon their persons, upon their organizations, upon their institutions, upon their job qualifications, and breaching that obligation breaches the contract, for which they cannot address due to the direct conflict of interest. It is as a result of that conflict of interest that binding arbitration shall be instituted
- Your failure to respond, and this would include each of the respondents by their representative, and if represented by the Atty. Gen., such representation must be responsive for each State and/or State organization/department/agency, separately and severally to

each of the points of averment, failure to respond to a single point of averment will constitute acquiescence, forfeiture, and a waiver of all rights with respects all of the points raised in this presentment.

13. Pursuant to the terms of the agreement the claimants have provided proof that they have attempted to communicate with the respondents for compliance of the agreement, and have exhausted the requirements of the agreement in that regard,
14. The respondents have agreed and consented to binding arbitration under the terms of the agreements and have waived all rights to vacate, modify, appeal, contest, or collaterally attack the decision, rulings, orders, remedies, and/or award (both interim and final) of the arbitrator.

**THE FEDERAL ARBITRATION ACT Application:**

15. Pursuant to the agreement's arbitration clause, the agreement evidences a transaction involving or affecting "commerce", within the meaning of article 9 United States Code subsection 1, and that the facts attributable to the claimant's in the underlying associated matters/cause/actions are associated with the use of instrumentalities as described in the foreign sovereign immunities act or otherwise affected "commerce among the several state" within the meaning of the statute and article 9 United States Code § 1.
16. BECAUSE AND DUE TO THE FACT THAT THE AGREEMENT WAS A BINDING IRREVOCABLE CONTRACT, THAT AFFECTS "COMMERCE", THE ARBITRATION PROVISIONS CONTAINED WITH IN IT IS "VALID, IRREVOCABLE AND ENFORCEABLE WITHIN THE MEANING OF 9 US CODE SUBSECTION 2.
17. "Valid, Irrevocable and Enforceable" arbitration agreements and the orders, rulings, decisions, remedies, and award made therefrom may be enforced in the United States courts by way of confirmation and entry of a judgment of the court thereon. within the meaning of the statute and article 9 United States Code § 9, 13.

**PROCEDURES ON ARBITRATION PROCEEDINGS:**



18. The claimants are seeking equitable relief and monetary damage relief from the respondents, and that the parties have agreed that arbitration proceedings should bifurcated into separate phases: phase 1 should address the claims for monetary damages; and phase 2 should address the claims for equitable relief.
19. The parties have stipulated that any court of original jurisdiction may enforce the provisions of phase 2 equitable relief awarded by the arbitrator.
20. The United States Ct. of federal claims shall have the exclusive jurisdiction for the enforcement of any and all matters associated with phase 1 monetary damage relief.
21. Due to time constraints and the paramount danger affecting the public interest, justice, and due process the parties consent and applied for the arbitration proceedings to commence without delay.

**First set of claim's** (due to the extensive nature of the claims, each of the claims by the claimant is incorporated herein by reference) ...

- The record shall note and reflect that the claimant's highlighting for the sake of time that they have attached a copy of the original contract which list all of the claims within the form of stipulation, that the parties have all agreed to, and that they have incorporated each of those claims by reference. That such incorporation is appropriate and does common practice and permitted in law.
- As noted above the claimants have alleged that the respondents have breached the agreement, that because the agreement was binding on all parties and was irrevocable, that the respondents have acted in bad faith, with unclean hands, and have breached their fiduciary duty of care responsibilities and are liable to the claimant's for the amount of the contract, plus additional costs, fees, assessments, penalties, and other equitable relief remedies.
- That the respondents have agreed to discontinue any and all use of the plaintiff's personal information, assets, properties, within its publication, its databases, its system of record keeping, and



to have surrendered any and all records associated with this matter to the claimant's and have failed and to do as agreed.

- That the respondents having agreed to compensate the claimant for its misrepresentation of facts and other information pertinent to the claimant's welfare and well-being, have failed to provide such compensation as agreed, and have failed to provide any documentation which would substantiate their having failed to comply with the requirements of the contract.
- That the claimants have agreed to and have accepted the fact that the United States has declared a national banking emergency which is supported by the "EMERGENCY ECONOMIC BANKING RELIEF ACT", "PROCLAMATION 2038, 2039, 2040", and the "NATIONAL EMERGENCIES ACT", which resulted in the suspension of all normal banking activity, and have agreed that any claim of debt by the respondents is fraudulent, and that they willfully attempted and committed fraud against the claimant, as United States Congress has held that it is against public policy for any obligor to demand payment from an obligee in relation to a debt that is alleged owed their person (see the June 5 and 6 act of 1933 otherwise known as the gold abrogation act).
- That the respondent's having agreed that THE NATIONAL BANKING HOLIDAY permits them to issue what's known as emergency script as prescribed by the March 9, 1933 act (the reference notes of Congress lend to this conclusion), have agreed to issue book keeping entry credit and/or tax credits to the claimant in the amount of the initial claim and as much as treble damages associated with the initial claim.
- The respondents having further agreed to turn over any and all properties, assets, securities, documents, accounting records to the claimant's upon demand/default and have failed and/or refused to do so, thus putting them in further breach in violation of the contractual agreement, entitling the claimants to equitable relief.

The we pray for the following findings and determination of THE ARBITRATOR:

22. That it is the determination of the arbitrator that the following are facts that are undisputed and uncontroverted:

- a. That there is a binding irrevocable contractual agreement that has been coupled with interests that exist between the parties!
- b. That the parties had a pre-established relationship which placed an obligation on each to communicate with the other!
- c. That the respondents have made changes to the original agreement which permitted and allowed the claimant to present a counter offer and or conditional acceptance of the offer to change the agreement to the respondents!
- d. That the self-executing binding contract coupled with interests stands as irrevocable.
- e. That the respondent's having agreed to the contract, agreed to all the terms and conditions of the contract by their accepting the waiver which was included as part of the contractual agreement, that waiver being the right not to respond as highlighted by the Supreme Court of the United States-

"Due process requires, at a minimum, that an individual be given a meaningful opportunity to be heard prior to being subjected by force of law to a significant deprivation. . . . That the hearing required by due process is subject to waiver, and is not fixed in form does not affect its root requirement that an individual be given an opportunity for a hearing before he is deprived of any significant property interest . . ." (Original Italics; 401 US 378- 379) *Randone v. Appellate Department*, 1971, 5 C3d 536, 550.

"In the latter case [*Mullane v. Central Hanover Trust Co.*, 339 U.S. 306] we said that the right to be heard 'has little reality or worth unless one is informed that the matter is pending and can choose for himself whether to appear or default, acquiesce or contest.' 339 U.S. at 314"  
*Sniadach v. Family Finance Corp.*, 395 U.S. 337, 339, 340

f. That the respondents have failed to provide proof that they had not received and/or been notified of the existence of the contract and of their right to waiver.

g. That by the respondents failure to respond it constituted an act of "tacit acquiescence"

" Respondents(s) failure and or refusal to respond and provide the requested and necessary Proof of Claims raised herein above and thereby; and it shall be held and noted and agreed to by all parties, that a general response, a nonspecific response, or a failure to respond with specificities and facts and conclusions of common law, and or to provide the requested information and documentation that is necessary and in support of the agreement shall constitute a failure and a deliberate and intentional refusal to respond and as a result thereby and or therein, expressing the defaulting party's consent and agreement to said facts and as a result of the self-executing agreement, the following is contingent upon their failure to respond in good faith, with specificity, with facts and conclusions of common-law to each and every averment, condition, and/or claim raised; as they operate in favor of the Undersigned, through "tacit acquiescence," Respondent(s) NOT ONLY expressly affirm the truth and validity of said facts set, established, and agreed upon between the parties to this Conditional Acceptance for Value and counter offer/claim for Proof of Claim, but Respondent(s); having agreed and consented to Respondent(s) having a duty and obligation to provide the requested and necessary Proof of Claims raised herein above, will create and establish for Respondent(s) an estoppel in this matter(s), and ALL matters relating hereto; and arising necessarily therefrom...

and

has as a result waived any and all rights, claims, defenses, and/or standing respecting the matter and is estopped from any collateral attacks and or seeking disposition from any other venue as a result of the knowing and intentional and deliberate consenting to the agreement.

We present this application to this body in the interests of justice, and in the interest of fairness, and ask that this body accept our application and set a hearing date as soon as possible, and we ask that it notify the opposing party of our application, and of our request for speedy disposition.

Arbitrators Name: THE SITCOMM ARBITRATION ASSOCIATION

hearing location: Electronic at SAALimited.com

I do affirm, describe, attest, declare, as well as certify that the foregoing is accurate so help me God on this day 6/12/2019

Name: /s/ RONNIE LOUIS MARVEL KAHAPEA